

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CASE NO: 1:13-cv-00873-JMS-DML

MERCHANT CAPITAL, LLC,
and NEW SUNSHINE, LLC,

Plaintiffs,

-vs-

Testimony of:
JONATHAN GROSS

MELANIA MARKS SKINCARE, LLC,

Defendant.

T R A N S C R I P T of the stenographic
notes of the proceedings in the above-entitled
matter, as taken by and before CAROLYN C. CRESCIO,
a Notary Public of the State of New Jersey, held at
the office of PROFESSIONAL COURT REPORTING & VIDEO,
LLP, 235 East Broad Street, Westfield, New Jersey on
Monday, September 9, 2013, commencing at 9:29 in the
forenoon.

PROFESSIONAL COURT REPORTING & VIDEO
Certified Court Reporters and Videographers
235 East Broad Street
Westfield, New Jersey 07090
(908) 228-5261

1 A. I'm sorry. Where are you reading?

2 Q. I'm not looking at Exhibit-45. I'm
3 saying, as we had discussed previously, earlier
4 drafts of the license agreement were drafted to be
5 between Melania Marks and Tomisue, LLC, correct?

6 A. I think you had shown me one or two
7 drafts. I don't know if they were the earlier
8 drafts or the middle drafts. It wasn't the final
9 draft.

10 Q. Do you know why Tomisue, LLC, was
11 proposed to be licensee instead of New Sunshine?

12 A. No. You asked me that previously, and I
13 told you I do not know.

14 Q. And do you know why early drafts had
15 Prestige Beauty as the licensee instead of New
16 Sunshine?

17 A. I think you asked me, and I told you that
18 I don't know what Prestige Beauty is. And then
19 later on, there was an e-mail that referenced
20 Prestige Beauty and -- I don't know.

21 Q. Are you aware that the license agreement
22 required New Sunshine to name several people
23 involved in the Trump Organization, as additional
24 insured to New Sunshine's insurance?

25 A. It's possible.

1 Q. And going to Exhibit-1, it's on schedule
2 A5, where it talks about additional insureds.

3 A. Schedule A5 to...

4 Q. Exhibit-1.

5 A. Exhibit-1, being the executed license?

6 Q. Yes. It's the last paragraph on schedule
7 A5.

8 A. I have schedule A, B, C, D, E. I don't
9 have A with numbers after it.

10 Q. In the top right corner, it would be Page
11 66, that unnumbered paragraph at the bottom of --

12 A. It's paragraph 11 of schedule A. Oh, I
13 see. It's page -- it's page schedule A5.

14 Q. I'm sorry.

15 A. That's okay.

16 Q. Are you aware that the license agreement
17 required New Sunshine to name several individuals as
18 additional insureds on their insurance?

19 A. Yeah. That would be a typical thing that
20 I would do. People make mistakes, who they need to
21 sue. And they see the name "Trump," so they sue the
22 wrong Trumps. So, therefore, I try to be as broad
23 as I could, as far as who the additional insureds
24 are, so nobody says that Trump wasn't part of this
25 deal. Why should I pay for the lawsuit, even though

1 I was really at fault.

2 Q. But other than plaintiffs who sue too
3 many parties, or parties that shouldn't really be
4 sued, would there be any personal exposure that
5 Melania or Donald Trump would have, that they would
6 need to be listed as additional insured?

7 A. I don't know. I don't know what you mean
8 by personal liability that anyone would have.
9 Anybody can be sued for anything. You want them to
10 be insured in case there's liability. I would draw
11 no conclusion for who is listed as additional
12 insured on a schedule to a contract.

13 MR. TYRA: Please mark.

14 (E-mail is received and marked Exhibit-47
15 for identification.)

16 Q. I'm showing you what we marked as
17 Exhibit-47. This is an e-mail that you had
18 prepared. It appears on November 12th, 2012, to
19 several people, including Scott Matthews, correct?

20 A. Correct.

21 Q. Do you recall this e-mail?

22 A. No.

23 Q. At least, the date would indicate, I
24 represent to you, about 12 days after the license
25 agreement was signed. And for the additional